

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA (Pittsburgh)

IN RE:

H.A. STEWART TRUCKING LLC,

Debtor.

FIRST COMMONWEALTH BANK,

Movant,

VS.

H.A. STEWART TRUCKING LLC,

Respondent.

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Chapter 11

Case No.: 23-22125-JAD

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Doc. No. _____

Related to Doc. Nos. 103 and 119

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Hearing Date & Time:

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March 19, 2024, at 10:00 a.m.

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**STIPULATION AND AGREED ORDER GOVERNING TREATMENT OF FIRST
COMMONWEALTH BANK'S CLAIM UNDER PLAN OF REORGANIZATION**

NOW COME Debtor, H.A. Stewart Trucking LLC, and Creditor, First Commonwealth Bank, by their undersigned counsel and Stipulate:

1. On February 2, 2024, Debtor, H.A. Stewart Trucking LLC, filed a Plan of Reorganization dated February 2, 2024 (“Plan”).

2. First Commonwealth Bank (“Bank”) is a creditor of Debtor and is identified as a member of Class 4 of the Plan.

3. The Plan provides for certain treatment of the Bank's claim. The parties have agreed to modify the treatment of the Bank's claim under the Plan as set forth herein.

TREATMENT OF CLASS 4 CLAIM

4. The Bank is a member of Class 4, which addresses the Bank's claim appearing on the Claims Register at Claim No. 2-1 ("Bank's Claim").

5. As of the petition date, the balance owed on the Bank's Claim was \$18,766.75. The Debtor has been making payments during the pendency of this case which the Bank has applied to the outstanding indebtedness.

6. Effective as of March 12, 2024, the remaining principal balance of the Bank's Claim is \$17,087.28 ("Allowed Claim") which shall accrue interest at 10.00% per annum and be paid in sixty (60) consecutive monthly payments of principal and interest of \$363.05, with the first monthly payment due on April 17, 2024. The final payment of \$363.05 is due on March 17, 2029 ("Maturity Date"), plus any unpaid interest, late charges, and legal fees and costs.

7. Nothing contained herein or in the Plan shall affect or alter the Bank's security interests in Debtor's 2015 EXA Pneumatic Trailer, VIN 3E9J142H2FT034187; 2015 EXA Pneumatic Trailer, VIN 3E9J142H3FT034179; and Four (4) 2019 Double Cover Standard Enclosure, Serial Nos. 190812, 190813, 190814, 190815, which is collateral for the Bank's Claim.

8. Except as noted herein, all terms and conditions of the loan documents associated with the Bank's Claim are and shall remain binding, controlling, and enforceable, and the said loan documents are expressly incorporated herein by reference.

9. Upon the approval of this Stipulation by the Court, the Bank shall be deemed to have withdrawn any objection to the Plan and shall be deemed to vote in favor of the Plan as modified herein.

OTHER PROVISIONS

10. The Debtor (and any co-borrower(s) and/or guarantor(s)) shall execute any documents as may be reasonably requested by the Bank for the Bank to internally administer Debtor's obligations to the Bank.

11. The terms of this Stipulation supersede any other or contrary provisions relative to the Bank's Claim in the Plan, even if there is language in the Plan that provides that its language is controlling over any other document.

12. This Stipulation shall be deemed incorporated into the Plan and shall control the treatment of the Bank's Claim in this case.

Stipulated and Agreed to this 12th day of March 2024, by:

STEIDL & STEINBERG, P.C.

McGRATH McCALL, P.C.

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Counsel for Movant,
First Commonwealth Bank

And Approved by this Court this _____ day of March 2024:

JEFFERY A. DELLER
United States Bankruptcy Judge